

## A38. LISTING SERVICES

### A38.1 Director / Assistance Database Service (DADS) (Cont'd)

#### A38.1.3 Rates and Charges (Cont'd)

##### C. Termination Fees<sup>1</sup>

1. On or after scheduled delivery of initial base file

(a) Per Termination

Nonrecurring Charge	USOC
\$-	NA

### A38.2 Directory Publishers Database Service (DPDS)

#### A38.2.1 Description of Service

- A. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication correction, and distribution of directories in printed booklet, CD ROM or diskette directories: alphabetical and/or numerically sequenced classified telephone directories for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory. A directory is defined as a dated, tangible alphabetical and/or numerically sequenced list containing the listed names, addresses, primary business classification (where available) and telephone numbers of BellSouth's subscribers located within the central office. NPA-NXX codes requested for publishing in printed, diskette or CD ROM format. (C)

- B. Directory Publishers Database Service (DPDS) will optionally provide a Weekly Business Activity Report (WBAR) which may be used for the sale or solicitation of advertising to be contained in a published directory. The WBAR may also be used for update and/or delivery of directories; however, WBAR may not be suitable for these purposes. The customer assumes full responsibility for the use of the WBAR to update and deliver directories.

- C. BellSouth will commence development of a New Connect Report (NCR) upon receipt of a bona fide order(s) for such service; which may then be provided as a DPDS option to be implemented 30 days from the initial order date. While there would be no minimum subscription period for NCR, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the NCR option(s), these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (N)

The NCR option developed would include provision of only the names, telephone numbers, listed address and billing addresses (if different from the listed address) of new BellSouth residential and/or business subscribers (ordering DPDS customers may specify residence, business or both). The listing data provided would include only the complete mailing addresses for non-listed and non-published numbers. Residence listings provided via NCR may be used solely for the purpose of delivering telephone directories. Business listings provided via the NCR may be used for soliciting yellow page advertising and for delivering directories. (N)

- D. BellSouth will commence development of a Sort Extract option which would provide a one time extract of listings sorted in any of the following sequences: NPA-NXX code, zip code (when available on records), residential customer, business customer and/or "A to Z" extractions of foreign exchanges, remote call forwarding and 800 numbers upon receipt of a bona fide order(s) for such service. In the event a bona fide order is received, the Sort Extract option may then be provided as a DPDS option to be implemented 30 days from the initial order date. While there would be no minimum subscription period for Sort Extract option, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the Sort Extract option, these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (N)

Note 1: The DADS termination fee applies when the customer requests termination of DADS service prior to the 12 month minimum subscription period. The termination fee will be determined by multiplying the number of months remaining in the 12 month subscription period by the monthly recurring rate, referenced in A38.1.3.A. preceding. (M)

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

#### A38.2.1 Description of Service (Cont'd)

- E. BellSouth will commence development of a Daily Update option which would provide daily service order activity affecting the designated database of listings maintained by the customer sequenced in any of the Sort Extract option formats described in paragraph D. preceding. In the event a bona fide order is received, the Daily Update option may then be provided as a DPDS option to be implemented 90 days from the initial order date. While there would be no minimum subscription period for Daily Update option, the ordering customer(s) would be required to pay BellSouth a minimum of the entire cost of service development, regardless of the subscription period. In the event the ordering customer(s) cancel service prior to the time the Company has recovered its costs via rates paid for the Daily Update option, these costs will be recovered via a termination fee to be paid by the customer(s). The termination fee would be equal to the difference in rates paid for the option by the customer(s) to BellSouth and the Company's total development costs incurred. (M)
- F. Directory Publishers Database Service (DPDS) is available and must be ordered by Central Office codes as specified in A38.2.3. (M) (T)
- G. DPDS will provide the following: (M) (T)
1. NPA-NXX Listing File  
An extract containing the listed names, addresses, primary business classification (where available) and telephone numbers of Company subscribers located within the NPA-NXX codes requested. (M)  
NPA-NXX Listing Files will be provided on either magnetic media (round 9-track 6250 BPI tape) or printed paper at the customer's request. (M)  
The Company will require sufficient time (approximately 2 weeks) after receiving an order to prepare the NPA-NXX Listing File. (M)
  2. Weekly Business Activity Report WBAR (M)  
Weekly reporting changes affecting the business listings of the Company's subscribers served by a requested Central Office will be provided optionally, at the customer's request, as specified in A38.2.3 following. These reports will include changes in main listed names, addresses and telephone numbers resulting from orders establishing, terminating or orders transferring main service (N,D,R,X,C and T orders). The business subscriber data will include: (M)
    - a. Listed Name (M)
    - b. Listed Address (M)
    - c. Listed Telephone Number (M)
    - d. Billing Name (if different from the listed name) (M)
    - e. Billing Address (if different from the listed address) (M)
    - f. Primary Business Classification (as selected by the business subscriber if such business classification was obtained by the Company) (M)
- H. The customer must take reasonable steps to remove from its records and not publish in its directory any listings relating to subscriber service upon reasonable notice given by the Company and confirmed in writing that the listing has become non-published or non-listed in the records of the Company. (T)
- I. The Company will take reasonable steps to provide accurate and current information when listings are ordered under this Tariff. Customer understands and acknowledges, however, that the data will require editorial review and revision. When the customer suspects errors or omissions in the listing information received, the customer agrees to contact the Company and supply it with copies of the suspected errors or omissions. The customer may change the listing provided to reflect the corrected listing information in the directory it publishes. The Company has no obligation to update the information after it has been transmitted to customer, except as provided in any tariff update service. (T)
- J. Upon any request for Directory Publishers Database Service, the Company shall provide the customer with or will notify the customer of a reasonable procedure for obtaining such additions and discontinuances of central office codes. The Company is not required to provide notice of such additions and discontinuance of central office NPA-NXX codes to the customer as long as there is a reasonable method by which the customer can obtain that information. (T)
- K. Rates for the use of DPDS are as set forth in A38.2.3 following. (T)
- L. Any information shared between the Company and customer is confidential and proprietary to both companies. (T) (M)

## A38. LISTING SERVICES

### A38.2 Director Publishers Database Service (DPDS) (Cont'd)

#### A38.2.2 Regulations

- A. The Company authorizes the use of DPDS pursuant to the terms of this Tariff. By virtue of such authorization, the Company does not transfer right, title or interest (including intellectual property rights), if any, which it may have in and to DPDS. This Tariff does not create or negate any rights, restrictions, or prohibitions which exist pursuant to federal copyright or state and federal trademark law. The rights and obligations of the parties under those laws shall be determined in the appropriate agency or forum. (M)

The customer may amend suspected listing errors and publish corrected listing information in accordance with the procedure described in A38.2.1.F., preceding. (M)

- B. At the request of a customer, the Company will provide Directory Publishers Database Service (DPDS) to a customer solely for the compilation, production, publication, correction and distribution of directories in printed booklet form as an alphabetical and/or numerically sequenced classified telephone directory for general telephone number service and/or for the sale or solicitation of advertising from business customers to be contained in a published directory. (M)

- C. When ordering an initial NPA-NXX File, the customer must, within 180 days either: (M)

- 1) Publish its directory, or (M)
- 2) Order a subsequent Central Office File, or (M)
- 3) If available, subscribe to an update service (M)

Customer must publish its directory within 15 months of receipt of the initial DPDS NPA-NXX Listing File. The directory shall be initially published within such time frames in order to assure reasonably current number services data to users of the directory and thus avoid unnecessary use of the Company network, facilities or operations. (M)

- D. Customer shall furnish without charge to the Company, within one month of directory publication, a copy of the white pages from its published directory. (M)

- E. Directory Publishers Database Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. (M)

- F. The customer may not use DPDS to publish and distribute in any form lists of new or changed telephone subscribers. *DPDS data may not be used for telemarketing purposes.* The customer shall not reproduce, rent, license or resell DPDS for any purpose other than as provided for in this Tariff. (C)

- G. Except for the permitted uses, the customer shall not disclose DPDS to others and shall use due care in providing for the security and confidentiality of DPDS. The Company may suspend, terminate or refuse service if it has reasonable grounds to believe that the customer has failed to comply with any material provision of this Tariff, including failure to pay amounts due. If there is a "bona fide dispute" over whether the customer has failed or will fail to comply, the Company will follow its internal procedures to investigate and resolve the dispute.

If the Company refuses to furnish service the Company shall give the customer notice by certified mail of the of the Company's grounds to believe that the customer will fail to comply and of the intent to refuse service. Prior to any suspension or termination of service, the Company shall give the customer notice by certified mail of the customer's failure to comply and of the intent to suspend or terminate service, following ten days from receipt of the notice, the Company can suspend or terminate service.

The customer shall have the right to bring the issue of the suspension of, termination of, or refusal to furnish service before the Louisiana Public Service Commission and the Louisiana Public Service Commission shall have final authority over the suspension, termination, or refusal to furnish service. If service is suspended or terminated, the customer agrees to return immediately all copies of DPDS in its possession and to make no further use of DPDS data.

- H. Unless otherwise agreed to in writing, neither the customer nor its employees, agents, or representatives shall state or represent or use any methods of advertisement, solicitation, order form, billing invoice, directory, stationary, promotional material or any artifice or device which indicates that its directory is sponsored or approved by the Company or its affiliates. In addition, customer shall clearly display its name in print sufficiently large that a reasonable observer could easily determine the identity of the customer on each of the above.

- I. The customer shall undertake reasonable steps in advertising and publishing the directory to distinguish the identity of its directory from directories published by or on behalf of the Company. (M)

## A38. LISTING SERVICES

### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

- J. The regulations set forth for deposits and payment of service in A2.4 of this Tariff shall apply for DPDS. (M) (T)
- K. The customer shall provide written specifications, signed by a duly authorized representative of the customer, for each DPDS order. All orders must be confirmed in writing by the customer. (M) (T)
- L. Limitation of Liability (M) (T)
- The customer accepts the listing information as received from the Company's subscriber on an "as is" basis, with all the faults, errors, and omissions, if any, that exist when the Company receives the information from the Company's subscriber, and the Company does not warrant the accuracy of the information as received from its subscriber and furnished to the customer. The company assumes no responsibility or liability for any errors or omissions in the information as received by the Company from its subscriber and furnished to the customer. (M) (T)
- The Company assumes no liability for errors and omissions of any kind contained in any paid advertisement included in publisher's directory. Customer agrees that all listing information derived from DPDS and contained in any such paid advertisement, including names, addresses and telephone numbers shall be obtained from or verified by the advertiser whose advertisement appears in publisher's directory. (M) (T)
- The Company's liability to the customer shall be limited to a pro rata refund or credit of amounts paid for listings affected thereby. The subscriber's recovery for any and all damages resulting from errors or omissions in the listing information furnished by the Company to the customer for use in directories shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, or \$500.00, whichever is less.
- The Company's liability for intentional or gross fault is not hereby limited.
- Any claim or demand by the customer based on alleged errors or omissions in the information furnished must be brought to the attention of the Company within sixty days of the time the information is furnished to the customer.
- M. Customer shall indemnify, hold harmless, and defend the Company from and against any cost, damage, expense (including but not limited to reasonable attorneys fees and expenses) or liability arising out of any demand, claim, suit, or judgment for damages however caused, which may arise out of the customer's use of the listings provided under this Tariff, including but not limited to claims arising out of errors or omissions in any paid advertisements and claims arising out of publication or non-publication of listing information that changes after the listing is provided to the customer. The customer shall not be responsible for any cost, damage, expense or liability arising out of any fault or negligence of the Company. (T)
- N. Failure of the customer to indemnify the Company under the provisions of A38.2.2.N will constitute grounds for suspension or termination of service. (T)

### A38.2.3 Rates and Charges

- A. The following rates for use of Directory Publishers Database Service (DPDS) apply:

1. Each Single NPA/NXX Listing File Requested

	Rate	USOC	
(a) Single edition of a printed directory, Per Listing	\$ .04	NA	
(b) Multiple editions of printed directories, Per Listing	.12	NA	
(c) CD ROM directory, Per Listing	.18	NA	(N) (D)

2. (DELETED)

3. Weekly Business Activity Report<sup>1</sup>

a) Per Listing (for all listings in the NPA-NXX requested)	.006	NA
------------------------------------------------------------	------	----

4. Cancellation Fees<sup>2</sup>

	Nonrecurring Charge	USOC
a) Each NPA/NXX Listing File	\$-	NA
b) Each Weekly Business Activity Report	-	NA

Note 1: The minimum service period is one month.

Note 2: The nonrecurring charge will be computed to allow the Company to recover all costs incurred by the Company for work performed prior to cancellation.

TELECOMMUNICATIONS, INC.  
LOUISIANA

ISSUED: May 23, 1997  
BY: President - Louisiana  
New Orleans, Louisiana

GENERAL SUBSCRIBER SERVICES T/F

Original Page 8

EFFECTIVE: October 1, 1997

### A38. LISTING SERVICES

#### A38.2 Directory Publishers Database Service (DPDS) (Cont'd)

##### A38.2.3 Rates and Charges (Cont'd)

A. The following rates for use of Directory Publishers Database Service (DPDS) apply: (Cont'd)

5.	Daily Update				(N)
	(a) Each Updated Listing Provided	Rate		USOC	
6.	Sort Extract	\$ 1.50		NA	(N)
	(a) Per Listing				(N)
7.	New Connect Report	.10		NA	(N)
	(a) Per Listing Provided				(N)
8.	Termination Fee	2.00		NA	(N)
					(N)
	(a) For Items 5, 6 and 7 Preceding	Nonrecurring Charge		USOC	
		\$ -		NA	(N)
	Note 1: The nonrecurring charge will be computed to allow the Company to recover all developmental costs incurred by the Company.				
					(N)





**Southern Bell**

Marshall M. Criser III  
Operations Manager  
Regulatory Relations

Suite 400  
150 South Monroe Street  
Tallahassee, Florida 32301-15561  
904 222-1201  
FAX 904 222-8640

8 February 1993

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0866

Re: DADS and DPDS Data Request

Dear Mr. D'Haeseleer:

Attached is Southern Bell's response to the above noted request.

If I can be of any further assistance, please advise.

Yours very truly,

*George L. Hogan*  
for Operations Manager - Regulatory Relations

Attachment

*Dec*

COST STUDY  
DIRECTORY ASSISTANCE DATABASE SERVICE  
DIRECTORY PUBLISHERS DATABASE SERVICE

\*

1. Introduction and Overview

This cost study is performed to identify the incremental cost of Directory Assistance Database Service (DADS) and Directory Publishers Database Service (DPDS).

DADS provides a base file of directory listings and a daily update file of directory listing changes. These files are provided by Central Offices (by central office prefix, i.e., NNX) via magnetic media. This data is intended for customers providing alternate directory assistance service.

DPDS provides an extract of directory listings by requested Central Offices (by central office prefix, i.e., NXX). It also provides optional weekly reports of Central Office Business Activity.

The cost of both services includes, where appropriate, the labor cost for system development and maintenance, computer processing cost to produce the listing data, and material/packaging/delivery cost for the magnetic and paper media.



### \* 3. Description of Procedures

The estimated programmer analyst's hours for program development was divided by the number of requests over the initial three years to develop the average hours per file/extract. Similarly, the annual maintenance hours were divided by the average annual requests. The respective software costs were produced by multiplying these results by the appropriate directly assigned labor cost.

The Computer Processing Unit (CPU) hours required for the extracts were multiplied by the CPU cost per hour to develop the data processing costs.

Material cost for the magnetic tapes and the paper output, along with delivery, were added to the software and data processing costs. This result was divided by the average listings that will be billed each month to produce the cost per listing for each service.

For the Weekly Business Reports, the CPU hours were negligible.

DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)  
DIRECTORY PUBLISHERS DATABASE SERVICE (DPDS)  
1993 INCREMENTAL UNIT COST

STATE: FLORIDA  
DATE: 04 JAN 1993  
SUMMARY

=====

DADS  
BASE FILE

COST PER LISTING	\$0.001
------------------	---------

FILE UPDATES

COST PER CD FILE PER MONTH	\$11.81
----------------------------	---------

\*  
DPDS

CENTRAL OFFICE EXTRACT COST PER LISTING	\$0.003
--------------------------------------------	---------

BUSINESS ACTIVITY REPORT COST PER LISTING	\$0.004
----------------------------------------------	---------

DIRECTORY PUBLISHERS DATABASE SERVICE (DPDS)  
1993 INCREMENTAL UNIT COST

STATE: FLORIDA  
DATE: 15 OCT 1992  
WORKPAPER 3  
PAGE 1 OF 1

LINE	DESCRIPTION	SOURCE	AMOUNT
CENTRAL OFFICE EXTRACT			
1	PROGRAM DEVELOPMENT, HOURS PER CO EXTRACT		0.51
2	DIRECTLY ASSIGNED LABOR COST PER HOUR		\$44.35
3	PROGRAM DEVELOPMENT COST PER CO EXTRACT	LN1xLN2	\$22.62
4	PROGRAM MAINTENANCE, HOURS PER CO EXTRACT		
5	DIRECTLY ASSIGNED LABOR COST PER HOUR		0.75
6	PROGRAM MAINTENANCE COST PER CO EXTRACT	LN4xLN5	\$44.35 \$33.26
7	DATA PROCESSING COST PER CO EXTRACT		\$17.25
8	MAG TAPE, PACKAGING AND DELIVERY COST PER CO EXTRACT		\$39.00
9	GROSS RECEIPTS (GRT) TAX		1.0138
10	TOTAL COST PER CO EXTRACT	(LN3+LN6+LN7+LN8)LN9	\$113.68
11	AVERAGE LISTING PER CO EXTRACT		35,900
12	TOTAL COST PER LISTING	LN10/LN11	\$0.003
CENTRAL OFFICE BUSINESS ACTIVITY REPORT			
13	ADMINISTRATION, PACKAGING AND DELIVERY COST ASSOCIATED WITH LISTING PRINTOUT PER CO BUSINESS ACTIVITY REPORT		\$129.39
14	TOTAL COST PER CO BUSINESS ACTIVITY REPORT	LN13xLN9	\$131.18
15	AVERAGE LISTINGS PER CO EXTRACT		35,900
16	TOTAL COST PER CO LISTING	LN14/LN15	\$0.004

DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)  
1993 INCREMENTAL UNIT COST

STATE: FLORIDA  
DATE: 04 JAN 1993  
WORKPAPER 1  
PAGE 1 OF 1

LINE	DESCRIPTION	SOURCE	AMOUNT
BASE FILE			
1	PROGRAM DEVELOPMENT, HOURS PER CO FILE		0.13
2	DIRECTLY ASSIGNED LABOR COST PER HOUR		\$44.35
3	PROGRAM DEVELOPMENT COST PER CO FILE	LN1xLN2	\$5.77
4	DATA PROCESSING COST PER CO FILE		\$2.30
5	MAG TAPE, PACKAGING AND DELIVERY COST PER CO FILE		\$0.40
6	GROSS RECEIPTS (GRT) TAX		1.0138
7	TOTAL COST PER CO	(LN3+LN4+LN5)LN6	\$8.58
8	AVERAGE LISTINGS PER CO FILE		14372
9	TOTAL COST PER LISTING	(LN7/LN8)	\$0.001

DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)  
1993 INCREMENTAL UNIT COST

STATE: FLORIDA  
DATE: 04 JAN 1993  
WORKPAPER 2  
PAGE 1 OF 1

LINE	DESCRIPTION	SOURCE	AMOUNT
FILE UPDATES			
1	PROGRAM MAINTENANCE, HOURS PER CO FILE PER MONTH		0.01
2	DIRECTLY ASSIGNED LABOR COST PER HOUR		\$44.35
3	PROGRAM MAINTENANCE COST PER CO FILE PER MONTH	LN1xLN2	\$0.44
4	DATA PROCESSING COST PER CO FILE PER MONTH		\$2.41
5	MAG TAPE, PACKAGING AND DELIVERY COST, CO FILE PER MONTH		\$8.80
6	GROSS RECEIPTS (GRT) TAX		1.0138
7	TOTAL COST PER CO FILE PER MONTH	(LN3+LN4+LN5)LN6	\$11.81

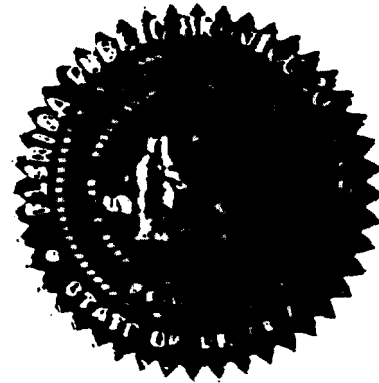


BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

-----

In the Matter of	:	DOCKET NO. 931138-TL
Petition and Complaint of	:	
Florida Independent Directory	:	
Publishers to Amend Directory	:	
Publishers Database Service	:	
Tariff of BellSouth	:	
Telecommunications, Inc., d/b/a:	:	
Southern Bell Telephone and	:	
Telegraph Company	:	

-----



PROCEEDINGS: HEARING

BEFORE:

CHAIRMAN JULIA L. JOHNSON
COMMISSIONER J. TERRY DEASON
COMMISSIONER SUSAN F. CLARK
COMMISSIONER DIANE K. KIESLING
COMMISSIONER JOE GARCIA

DATE: Monday, January 13, 1997

TIME: Commenced at 9:30 a.m.  
Concluded at 1:25 p.m.

PLACE: Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

REPORTED BY: JOY KELLY, CSR, RPR  
Chief, Bureau of Reporting  
RUTHE POTAMI, CSR, RPR  
Official Commission Reporters

DOCUMENT NUMBER - DATE

00654 JAN 17 97

FILED - REPORTING

1 APPEARANCES:

2 NORMAN H. HORTON, JR. and FLOYD R. SELF,  
3 Messer, Caparello, Maida & Self, P.A., Suite 701, 215  
4 South Monroe Street, Tallahassee, Florida 32302-1876,  
5 Telephone No. (904) 222-0720, appearing on behalf of  
6 Florida Independent Directory Publishers.

7 J. PHILLIP CARVER, BellSouth  
8 Telecommunications, Inc., Suite 400, 150 South Monroe  
9 Street, Tallahassee, Florida 32301; and LANGLEY  
10 KITCHINGS, Room 4300, 675 W. Peachtree Street, N.E.,  
11 Atlanta, Georgia, 30375, appearing on behalf of  
12 BellSouth Telecommunications, Inc.

13 CHARLIE PELLEGRINI, Florida Public Service  
14 Commission, Office of the General Counsel, 2540  
15 Shumard Oak Boulevard, Tallahassee, Florida  
16 32399-0870, Telephone No. (904) 413-6248, appearing on  
17 behalf of the Commission Staff.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

# I N D E X

## WITNESSES

NAME	PAGE NO.
GERRY SCREVEN	
Direct Examination By Mr. Horton	7
Prefiled Direct Testimony Inserted	11
Prefiled Rebuttal Testimony Inserted	25
Cross Examination By Mr. Kitchings	35
Cross Examination By Mr. Pellegrini	78
Redirect Examination By Mr. Horton	94
LYNN JUNEAU	
Direct Examination By Mr. Carver	100
Prefiled Direct Testimony Inserted	104
Prefiled Rebuttal Testimony Inserted	110
Cross Examination By Mr. Horton	122
Cross Examination By Mr. Pellegrini	166

## EXHIBITS

NUMBER	ID.	ADMTD.
1 (FIDP) (Composite) Three SampleTelephone Directories	10	100
2 (Late-Filed) (BellSouth) Names of Contributors	77	
3 FIDP's responses to Staff's Interrogatories 1, 2, and 3	78	100
4 MLJ-1	122	100
5 MLJ-2	122	195
6 MLJ-3	122	195
7 (Late-Filed) BellSouth's Options Available to Publishers	138	
9 (Late-Filed) Caller ID Question	194	195
CERTIFICATE OF REPORTERS		198

1 P R O C E E D I N G S

2 (Hearing convened at 9:30 a.m.)

3 CHAIRMAN JOHNSON: I'm going to call that  
4 hearing to order today. Counsel, could you read the  
5 notice.

6 MR. PELLEGRINI: Yes, Madam Chairman.  
7 Pursuant to notice dated 12-24-96 this time and place  
8 have been set for a public hearing in Docket  
9 931138-TL, in Re: petition and complaint of Florida  
10 Independent Directory Publishers to amend Directory  
11 Publishers Database Service tariff of Bell South  
12 Telecommunications, Inc. d/b/a Southern Bell Telephone  
13 and Telegraph Company.

14 CHAIRMAN JOHNSON: Take appearances at this  
15 time.

16 MR. CARVER: Phillip Carver representing  
17 BellSouth, 150 West Flagler Street, Suite 1910, Miami,  
18 Florida.

19 MR. KITCHINGS: I'm Langley Kitchings, also  
20 on behalf of BellSouth, 675 West Peachtree Street,  
21 Atlanta, Georgia 30375.

22 MR. HORTON: Norman H. Horton, Jr. and  
23 Floyd R. Self of the law firm Messer, Caparello, Maida  
24 & Self, 215 South Monroe Street, Suite 701,  
25 Tallahassee, on behalf of the Florida Independent

1 Directory Publishers.

2 MR. PELLEGRINI: Charles Pellegrini on  
3 behalf of Commission Staff, 2540 Shumard Oak  
4 Boulevard, Tallahassee, Florida 32399.

5 CHAIRMAN JOHNSON: Counsel, are there any  
6 preliminary matters?

7 MR. PELLEGRINI: Yes, Madam Chairman. As a  
8 preliminary matter Staff would ask the Chairman to  
9 officially recognize four Commission Orders. These  
10 being the following: PSC-93-0485-FOF-TL, issued  
11 4-1-93.

12 CHAIRMAN JOHNSON: Could you repeat that.

13 MR. PELLEGRINI: I'm sorry?

14 CHAIRMAN JOHNSON: Is it in this list, or  
15 are you making it oral?

16 MR. PELLEGRINI: I'm making it orally.

17 CHAIRMAN JOHNSON: Could you repeat that  
18 then?

19 MR. PELLEGRINI: Yes. PSC-93-0485-FOF-TL  
20 issued April 1, 1993.

21 The second, PSC-94-0641-FOF-TL issued  
22 May 25, 1994.

23 Third, PSC-96-0446-FOF-TL dated March 29,  
24 1996.

25 And fourth, PSC-96-0446A-FOF-TL issued April

1 11, 1996, and I would note that the last order was  
2 protested.

3 MR. KITCHINGS: Madam Chairman, also, on  
4 behalf of BellSouth we'd like to withdraw our motion  
5 for confidential treatment regarding the cost study  
6 which was filed in this docket.

7 CHAIRMAN JOHNSON: That will be noted, and  
8 for the record the Commission will take official  
9 notice of its own orders.

10 MR. KITCHINGS: Thank you.

11 CHAIRMAN JOHNSON: Are there any other  
12 preliminary matters? The witnesses are here? Are  
13 they both here? If they could stand to be sworn.

14 (Witnesses collectively sworn.)

15 CHAIRMAN JOHNSON: The Prehearing Order  
16 lists Gerry Screven as the first witness.

17 MR. HORTON: That is correct. We'd call  
18 Mr. Screven.

19 CHAIRMAN JOHNSON: And let me understand for  
20 clarification purposes, will the witness be providing  
21 both direct and rebuttal at this time?

22 MR. HORTON: Yes, ma'am.  
23  
24  
25

1                                    GERRY SCREVEN  
2 was called as a witness on behalf of Florida  
3 Independent Directory Publishers and, having been duly  
4 sworn, testified as follows:

5                                    DIRECT EXAMINATION

6 BY MR. HORTON:

7            Q     Would you please state your name and address  
8 for the record?

9            A     My name is Gerry Screven, 115 Newman Drive,  
10 Brunswick, Georgia 31520.

11           Q     By whom are you employed, Mr. Screven?

12           A     Direct Media Corporation.

13           Q     And have you prepared and prefiled direct  
14 testimony in this docket consisting of some 14 pages?

15           A     Yes, I have.

16           Q     Do you have any changes, additions or  
17 corrections to make to this testimony?

18           A     Yes. There are some typographical errors  
19 that we wish to change.

20           Q     Go ahead and read those off.

21           A     I don't have the sheet with me, I'm sorry.

22 (Counsel hands document to witness.)

23                    On Page 2, Line 1 of my direct testimony,  
24 the last word on line should be "include" not  
25 "included."

1           Page 3, Line 6, of the direct testimony,  
2 should be a space between "not" and the letter "a".

3           Page 5, Line 4, last word should be  
4 "format."

5           Page 7, Line 4, after "furthermore", add the  
6 word "according."

7           MR. PELLEGRINI: Would you repeat that one,  
8 please?

9           WITNESS SCREVEN: Page 7, Line 4, after the  
10 word "furthermore", add the word "according".

11           And changes on the rebuttal testimony. On  
12 Page 3, Line 5, "responsible" should be "responsive."

13           CHAIRMAN JOHNSON: That was Page 3.

14           WITNESS SCREVEN: Page 3 Line 15 of rebuttal  
15 testimony.

16           CHAIRMAN JOHNSON: Responsible should be --

17           WITNESS SCREVEN: Change the word

18 "responsible" to the word "responsive."

19           Q        (By Mr. Horton) Mr. Screven, with those  
20 changes to your direct testimony, if I were to ask you  
21 the questions contained in your direct testimony today  
22 would your answers be the same?

23           A        Yes, they would.

24           MR. HORTON: Madam Chairman, I'd ask that  
25 Mr. Screven's direct testimony be inserted into the

1 record as though read.

2 COMMISSIONER CLARK: It will be so inserted.

3 Q (By Mr. Horton) Mr. Screven, did you also  
4 prepare and prefile rebuttal testimony consisting of  
5 four pages?

6 A Yes, I did.

7 Q I believe you've already made the correction  
8 to the rebuttal testimony. Did you have any other  
9 corrections or additions to make to the rebuttal  
10 testimony?

11 A No, I did not.

12 Q And if I were to ask you those questions in  
13 your rebuttal testimony today, would your answers be  
14 the same?

15 A Yes, they would.

16 MR. HORTON: Madam Chairman, we would  
17 request that Mr. Screven's rebuttal testimony be  
18 inserted into the record as though read.

19 CHAIRMAN JOHNSON: It will be so inserted.

20 Q (By Mr. Horton) Mr. Screven, did you also  
21 attach to your direct testimony an exhibit consisting  
22 of three directories?

23 A Yes, I have.

24 Q Those directories were prepared by  
25 independent publishers.

1 A Yes.

2 Q Were they published by one of the members of  
3 the Florida Independent Directory Publishers?

4 A Yes.

5 MR. HORTON: Could we have that exhibit  
6 identified for the record, Madam Chairman?

7 CHAIRMAN JOHNSON: Let me make sure I  
8 understand. Here on the Prehearing Order there are  
9 separate exhibits, GS-1 which includes two directories  
10 and GS-1 supplement which includes a third. Would you  
11 like to have them all combined a composite exhibit?

12 MR. HORTON: That would be fine. I'm sorry.  
13 I didn't realize they had split them out.

14 CHAIRMAN JOHNSON: Then I will mark as  
15 composite Exhibit 1, a short description "Three  
16 Telephone Directories."

17 MR. HORTON: "Three Sample Telephone  
18 Directories."

19 CHAIRMAN JOHNSON: Show it so marked.

20 (Composite Exhibit 1 marked for  
21 identification.)

22

23

24

25



1 Q. PLEASE STATE YOUR NAME AND ADDRESS.

2 A. My name is Gerry Screven and my business address is 115 Newman Drive,  
3 Brunswick, Georgia, 31520

4 Q. BY WHOM ARE YOU EMPLOYED?

5 A. Direct Media Corporation.

6 Q. COULD YOU DESCRIBE YOUR BACKGROUND AND  
7 EXPERIENCE?

8 A. I have been involved in the independent directory publishers business since  
9 1986.

10 Q. WHAT ARE YOUR RESPONSIBILITIES WITH RESPECT TO THIS  
11 DOCKET?

12 A. I am appearing on behalf of the independent publishers in Florida to  
13 present our positions with respect to the DPDS tariff filed by  
14 BellSouth.

15 Q. WHAT IS AN INDEPENDENT PUBLISHER?

16 A. An independent publisher is a private business engaged in the preparation and  
17 publication of directories. Independent publishers are not affiliated in any  
18 way with directories published by local exchange companies.

19 Q. ARE INDEPENDENT DIRECTORIES THE SAME AS THOSE  
20 PUBLISHED BY THE LOCAL EXCHANGE TELEPHONE  
21 COMPANY?

22 A. No. They are not the same. Independent directories include an alphabetical